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6 **AMERICAN ARBITRATION ASSOCIATION**

9 No. 01-16-0003-4446

10 PAUL ARMBRUSTER,

11 Claimant,

12 vs.

13 T-MOBILE USA, INC.

14 Respondent

**AMENDED COMPLAINT**

17 **FACTS**

21 1. Claimant is provided mobile telephone service by T-Mobile USA, Inc. (T-  
22 Mobile) on cell number (480) 840-4278.

23 2. Claimant is uncertain when he began said service.

24 3. Claimant knows when his cell charges become due and the amount of his  
25 monthly invoice because he is mailed an invoice by T-Mobile.

26 4. Claimant is unsure exactly when he began receiving texts from T-Mobile,  
27 however, on information and belief, texts began sometime in early 2015.

28 5. Claimant receives text messages from two different T-Mobile numbers: 456 and  
459.

6. Claimant is aware of the provisions in T-Mobile's Terms and Conditions where he consented to, *inter alia*, being "contacted, by T-Mobile.... *for any and all purposes...*"

7. As of at least June 18, 2015 Claimant ***revoked*** his consent to receive text messages from T-Mobile by responding “Stop” to the messages he received.

8. Replying “Stop” to text messages is an industry recognized method of **revoking** consent under the Telephone Consumer Protection Act, 47 U.S.C. 227 (TCPA).

9. Replying “Stop” to text messages is recognized as a “reasonable means” for **revoking** consent under the TCPA by the Federal Communications Commission – the government body responsible for promulgating regulations, interpretations, and opinions relating to the TCPA.

10. T-Mobile did not stop sending text messages to Claimant after he **revoked** his consent to receive such. As recently as September 6, 2016 T-Mobile continue to send unwanted and unnecessary messages to Claimant.

11. T-Mobile has informed Claimant that they will not stop sending text messages as they believe they are “exempt” from the TCPA.

12. T-Mobile are not “exempt” from TCPA liability as it relates to a customer validly **revoking** their consent to receive text messages

## COUNT 1

**TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C 227)**

13. Claimant incorporates paragraphs 1-13 herein.

14. To the extent Claimant consented to receiving text messages from T-Mobile he **revoked** that consent on or before June 18, 2015.

15. Claimant **revoked** his consent by using a method recognized by the industry in which T-Mobile operates as well as by the regulator that is responsibility for the TCPA.

16. T-Mobile did not cease sending Claimant text messages as they are obligated to do under the TCPA

17. T-Mobile are well aware of their obligations under the TCPA previously having settled or litigated numerous disputes claiming their breach of the TCPA.

18. Continuing to inundate Claimant with text messages after he has validly **revoked** his consent is a knowing and intentional violation of the TCPA.

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2  
3 **PRAYER FOR RELIEF**  
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5 19. An amount of \$500 for each and every text message sent after Claimant  
6 **revoked** consent

7 20. Pursuant to 47 U.S.C. §227(b)(3)(B) treble damages for each and every text  
8 message sent after Claimant **revoked** his consent for knowing and intentional breach of the  
9 TCPA.

10 21. Injunctive relief directing T-Mobile to cease sending Claimant text messages

11 Dated: Sept 7, 2016  
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13 Respectfully submitted,  
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15 BY: s// Paul Armbruster  
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